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November 18, 2002

Via Electronic Delivery

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: *Joint Application by BellSouth Corporation, BellSouth
Telecommunications, Inc., and BellSouth Long Distance, Inc. for
Provision of In-Region, InterLATA Services in Florida and Tennessee,
WC Docket No. 02-307*

Dear Ms. Dortch:

At the request of Commission Staff, AT&T is hereby responding to certain points made by BellSouth in its Reply Comments (BellSouth Reply at 38-40; Ruscilli/Cox Reply at ¶¶ 18-22) relating to BellSouth's \$200 per day per line charge to expedite orders. AT&T in its comments submitted in this proceeding demonstrated that BellSouth's expedite charge of \$200 per day per line is both discriminatory and not cost based. See AT&T at 25-26; AT&T Reply at 41-44. BellSouth's arguments in response are wrong and rely on blatant misreadings of the AT&T/BellSouth Interconnection Agreement and BellSouth's tariff. BellSouth's claim that AT&T "agreed" to the \$200 per day per line expedite charge is a tortured reading of the Interconnection Agreement and relies on a tariff that is totally inapplicable (relating to BellSouth access services) and has nothing to do with UNEs. BellSouth's claim that expediting orders is not covered by the nondiscrimination provisions of Section 251(c)(3) is just as clearly wrong. As AT&T previously demonstrated, AT&T at 41-43, expedited orders are part and parcel of the provisioning process, which is clearly a UNE under the Act, and therefore subject to the nondiscrimination requirements. BellSouth cannot satisfy the nondiscrimination requirements simply by meeting the offered provisioning intervals. If BellSouth expedites orders for its

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customers, as it clearly does, then it must offer that capability on the same terms and conditions to CLECs as it does to its customers.¹

BellSouth's contract argument is baseless. BellSouth is correct that AT&T agreed in Section 3.14 of Attachment 7 of the Interconnection Agreement to pay a charge to expedite an order. But this has never been in dispute: AT&T is willing to pay a charge for expediting orders, but such a charge for a provisioning function is governed by the terms applicable to UNEs under the Telecommunications Act and must be cost based.

BellSouth totally distorts, however, the AT&T/BellSouth Interconnection Agreement in claiming that Exhibit A to Attachment 7 somehow applies to requests to expedite orders. Exhibit A to Attachment 7 is entitled "ODUF/ADUF/CMDS" and on its face applies to and lists charges for services relating to the daily usage feed (Attachment 7 and Exhibit A thereto are attached hereto as Appendix 1). This Attachment 7 has nothing to do with provisioning of orders or expediting such orders, and the argument that this Attachment relates to anything other than DUF charges is not credible. Thus, BellSouth cannot use the Note appearing at the bottom of Exhibit A to Attachment 7 to make that provision relating to DUF charges applicable generally to all situations in which a rate is not specifically stated.²

BellSouth's claim (Ruscilli/Cox Reply at ¶ 19) that Tariff F.C.C. No. 1, Section 5 is the "applicable BellSouth Tariff" that authorizes a \$200 per day per line charge to expedite UNE orders is ridiculous. Section 5 of Tariff F.C.C. No. 1 is attached hereto as Appendix 2. In Section 5.1.1 (H)(7), the tariff provides that a "Service Date Advancement" charge of \$200 per day per circuit is applied for each day a service order is advanced from the standard or negotiated interval. It is abundantly clear, however, that this tariff applies *only* to access services and has nothing to do with UNEs. Section 5 is entitled "Access Service," and this tariff states that it "sets forth the regulations and orders related to charges for Access Orders for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Services."³ Under Section 5.1.1, Subheading (H), entitled "Service Date Advancement," BellSouth makes clear that the expedite charge applies *only* to specified access services. Section 5.1.1(H)(1) specifically states:

"The regulations and rates specified herein are applicable only for the following services:

BellSouth SPA Metallic
BellSouth SPA Telegraph

¹ BellSouth's complaint that AT&T has not raised this issue with state regulators is a red herring. BellSouth only issued the Carrier Notification in July and did not seek to impose the \$200 per day per line charge until early October. Thus, there has been no Florida proceeding in which to raise this issue.

² BellSouth's contract argument also makes no commercial sense. AT&T and BellSouth negotiated and arbitrated the terms of the Interconnection Agreement for approximately two years. It makes no sense that AT&T would have "agreed" to a commercially outrageous expedite charge.

³ Tariff F.C.C. No. 1, 15th revised page 5.1, Access Service, effective May 15, 2002.

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BellSouth SPA VG
BellSouth SPA WATS Lines
BellSouth SPA Program Audio
BellSouth SPA Wideband Analog
BellSouth SPA Wideband Data
BellSouth SPA DSO Digital Data
BellSouth SPA DS1
BellSouth SPA DS1 Diverse
BellSouth SPA DS1 Shared Ring.”⁴

By its own terms, Section 5 of Tariff F.C.C. No. 1 relates to access services, and the expedite charge specified in that section applies *only* to the services listed above. Given these facts, BellSouth cannot seriously claim that this \$200 per day per line charge is the basis for imposing expedite charges for individual UNE orders.

BellSouth's claim that expedited orders are not subject to the nondiscrimination provisions of Section 251 (c)(3) is equally specious. As demonstrated by AT&T, expedited orders are a key component of the provisioning process, as customers change their plans, and CLECs as service providers must be able to accommodate such changes. AT&T at 41-43. The Commission has found that provisioning is part of OSS, which is a UNE subject to requirements of Section 251(c)(3). BellSouth may use its standard intervals for provisioning service requests to help it meet its nondiscrimination obligations, but satisfaction of those standard intervals in no way relieves BellSouth of its obligation to provide nondiscriminatory access to UNEs. So long as BellSouth is expediting orders for its own customers, it must expedite orders for AT&T and CLECs on the same terms and conditions. If it seeks to charge \$200 per day per line to expedite CLEC orders, the only way BellSouth can satisfy its nondiscrimination obligations is if it charges *its* customers the same \$200 per day per line to expedite a BellSouth customer's order. Although BellSouth states that its customers are “subject to expedite charges,” Ruscilli/Cox Reply at ¶ 22, BellSouth has failed to produce any evidence that it charges its customers \$200 per day per line. Absent such evidence from BellSouth, its expedite charge clearly violates the nondiscrimination requirements of Section 251(c)(3) and cannot stand.

BellSouth cannot meet its obligations under checklist 2 so long as it maintains this grossly overpriced and discriminatory expedite charge.

⁴ Tariff F.C.C. No. 1, 2d revised page 5-1.2, Access Service, effective Nov. 15, 2000 (emphasis added).

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In accordance with Commission Rule 1.1206, I am filing this document electronically and ask that you place it in the record of the proceeding listed above. Thank you for your consideration in this matter.

Yours sincerely,

/s/ Alan C. Geolot

Alan C. Geolot

cc: S. Bergmann
G. Cooke
J. Dygert
R. Lerner
W. Maher
J. Myles
C. Newcomb
T. Preiss
J. Swift

Appendix 1

ATTACHMENT 7
INTERFACE REQUIREMENTS FOR ORDERING AND PROVISIONING,
MAINTENANCE AND REPAIR AND PRE-ORDERING

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**INTERFACE REQUIREMENTS FOR ORDERING AND PROVISIONING,
MAINTENANCE AND REPAIR AND PRE-ORDERING**

1 General Conditions

This Attachment 7 sets forth the terms and conditions under which BellSouth will provide AT&T access to the following BellSouth Operations Support Systems ("OSS") functions. Access to these functions shall be via various interfaces and personnel and may be used by AT&T for pre-ordering, ordering, provisioning, maintenance and repair, and billing functions, which are supported by BellSouth databases, information, and personnel.

- 1.1 In addition to the electronic interfaces, BellSouth shall provide to AT&T any manual processes available to other CLECs for preordering, ordering, provisioning, and billing functions via BellSouth's Local Service Center, and for repair and maintenance functions through BellSouth's Local Operations Center. AT&T shall use its best efforts to utilize BellSouth's electronic interfaces. However, should AT&T use manual processes, AT&T shall pay BellSouth the additional charges associated with these manual processes, as set forth in this Agreement.

Interfaces	Function
EDI, TAG, LENS, LENS99	Ordering
TAG, LENS, LENS99	Pre-order
EDI, TAG, LENS, LENS99, CSOTS	Provisioning
EBI (ECTA), TAFI	Maintenance and Repair
CABS, CRIS, BIBS	Billing and Recording

- 1.2 BellSouth will provide AT&T with access to the interfaces twenty-four (24) hours a day, seven (7) days a week, except for scheduled

maintenance. BellSouth shall provide AT&T a minimum of fifteen (15) calendar days advance notice of any scheduled maintenance.

- 1.1 Downtime shall be scheduled when systems experience minimum usage.
- 1.2 Single Point of Contact ("SPOC")
 - 1.2.1 BellSouth will provide a SPOC to provide technical support for the interfaces described herein. AT&T will also provide a SPOC for technical issues related to said interfaces.
 - 1.2.2 BellSouth will provide a SPOC for all ordering and provisioning contacts and order flow involved in the purchase and provisioning of BellSouth's Services and Elements.
 - 1.2.3 BellSouth and AT&T will provide one another with toll-free contact numbers for their respective SPOCs.
- 1.3 The Parties agree that the current Change Control Process, will be used to manage changes to existing interfaces, introduction of new interfaces and retirements of interfaces. AT&T and BellSouth agree to comply with the provisions of the current Change Control Process.
- 1.4 Throughout the term of this Agreement, the quality of the technology, equipment, facilities, processes, and techniques (including, without limitation, such new architecture, equipment, facilities, and interfaces as BellSouth may deploy) that BellSouth provides to AT&T under this Agreement must be at least equal in quality to that provided by BellSouth to itself and its affiliates. The service standards, measurements and performance incentives applicable to the interfaces are set forth in Attachment 9 of this Agreement, incorporated herein by this reference.
- 1.5 AT&T and BellSouth will utilize standard industry formats and data elements developed by the Alliance for Telecommunications Industry Solutions ("ATIS"), including without limitation to the Ordering and Billing Forum ("OBF") ("ATIS and its associated committees"). Where standard industry formats and data elements are not developed by ATIS and its associated committees, AT&T and BellSouth will use the Change Control Process to address the specific format or data element requirements. When an ATIS and its associated committees standard or format is subsequently adopted, the Parties will utilize the Change Control Process to determine whether to continue to utilize the non-ATIS and its associated committees standard or format and

when to implement the ATIS and its associated committees standard or format.

- 1.6 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier [i.e., PIC, and LPIC changes via Customer Account Record Exchange ("CARE")], BellSouth will provide the affected inter-exchange carriers with the Operating Company Number ("OCN") of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 2 **Pre-ordering**
- 2.1 BellSouth shall provide access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, dispatch and available installation appointments, PIC options for intraLATA and interLATA toll, loop qualification information and end user record information.
- 2.2 BellSouth shall provide AT&T with non-discriminatory access to the loop qualification information that is available to BellSouth, so that AT&T can make an independent judgment about whether the loop is capable of supporting the advanced services equipment that AT&T intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper; the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups; the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.
- 2.3 BellSouth and AT&T will provide access to customer service record information where the Parties have the appropriate written authorization from the customer. Neither Party shall be required to present prior written authorization from each customer to the other Party before being allowed access to customer record information. Each Party will issue the other a blanket letter of authorization that states that AT&T and BellSouth will obtain the customer's permission before accessing customer records. Each Party shall retain the letters of authorization from its end users. If BellSouth desires to request a

Customer Service Record ("CSR") for an AT&T customer, BellSouth is required to complete a Customer Service Information Query ("CCIQ") form and send via facsimile to AT&T. AT&T will accept CSR requests from BellSouth as acting agent for the customer (BellSouth should retain Letter of Authorization ("LOA") on file). AT&T will provide the CSR and return via facsimile both the CCIQ form and the CSR within forty-eight (48) hours or two (2) business days, if the first of the two days falls on a Friday or a holiday. The provisioning of local service for the territory served by BellSouth is handled by AT&T's work center located in Atlanta, Georgia. The work center's facsimile telephone number is (404) 329-2169. Voice inquiries on the CCIQ should be directed to (404) 982-6611.

3 Ordering and Provisioning

- 3.1 BellSouth will recognize AT&T as the customer of record for services ordered by AT&T pursuant to this Agreement and will send all notices, invoices and pertinent information directly to AT&T. Except as otherwise specifically provided in this Agreement, AT&T shall be the single and sole point of contact for all AT&T end users.
- 3.2 Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services or products: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services.
- 3.3 BellSouth will provide access to ordering and provisioning functions via the interfaces as set forth in Section 1.1 of this Attachment 7. To order the services, AT&T will format the service request pursuant to the requirements of the interface utilized.
- 3.4 AT&T may submit, and BellSouth will accept, orders for Services and Elements on a single service request per end user account.
- 3.5 Currently all telecommunications services for resale; unbundled network elements, and interconnection are requested via BellSouth's Local Service Request ("LSR"). The exception to this is an industry wide exception dealing with ordering interconnection local trunking which is ordered on an Access Service Request ("ASR"). Ordering procedures are as outlined in the ordering guide posted on the web. Changes or additions to ordering procedures resulting from new

Services and Elements shall be provided to AT&T through its account team and BellSouth's Internet website.

- 3.6 BellSouth shall provide all ordering and provisioning services to AT&T during the same business hours of operation that BellSouth provisions service to its affiliates or end users. Ordering and provisioning support required by AT&T outside of these hours will be considered outside of normal business hours and will be subject to overtime billing.
- 3.7 If AT&T requests that BellSouth perform provisioning services at times or on days other than as required in the preceding sentence, BellSouth shall provide AT&T a quote for such services consistent with the provisions set forth in Attachment 2 of this Agreement.
- 3.8 To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by AT&T will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if AT&T wishes to reinstate an order, AT&T may be required to submit a new service order.
- 3.9 Upon request from AT&T, and consistent with the provisions set forth in Attachment 2 of this Agreement, incorporated herein by this reference, BellSouth will provide an intercept referral message for any order for Services and Elements which include any new AT&T telephone number.
- 3.10 BellSouth will provide AT&T with a Firm Order Confirmation ("FOC") in compliance with the provisions of Attachment 9 of this Agreement, incorporated herein by this reference. The FOC will provide AT&T with the BellSouth order number, the negotiated service due date, telephone/circuit numbers (as applicable to the service). Additional specific data may also be provided, if appropriate.
- 3.11 AT&T will specify on each order its Desired Due Date ("DDD") for completion of that particular order. BellSouth shall not complete the order prior to DDD unless early turn-up is needed for testing purposes. BellSouth will notify AT&T if the DDD cannot be met. BellSouth will make best efforts to meet the DDD for service requests.
- 3.12 If, during the provisioning visit to the AT&T end user premises, the AT&T end user requests additional work, BellSouth will contact AT&T for authorization to perform said work; will provide an estimate of time and materials required; will quote time and charges at the completion of the visit; and will notify AT&T if a subsequent visit is required.

- 3.13 Expedite and Escalation Procedures:
- 3.14 Requests for due dates that are earlier than the BellSouth offered date will be treated as an expedite request. In order to request an expedited due date, AT&T must request the expedite through the appropriate BellSouth service center on the appropriate service request form. The BellSouth service center will coordinate the request internally with the appropriate groups within BellSouth in order to establish the date BellSouth will target as the offered date. The BellSouth service center will advise AT&T of this date on the FOC. If the date on the FOC does not meet AT&T's expedited request, AT&T may escalate to the appropriate center. BellSouth may bill expedite charges for expedited due date and will advise AT&T of any charges at the time the offered date is provided. BellSouth will provide an escalation list to AT&T containing the names and numbers of the appropriate personnel escalations are to be referred.
- 3.15 When AT&T orders Services and Elements pursuant to this Agreement, BellSouth shall provide notification electronically of any instances when (1) BellSouth's Committed Due Dates are in jeopardy of not being met by BellSouth on any service, (2) an order contains Rejections/Errors in any of the data element(s) fields, or (3) completion notice. When AT&T orders Services and Elements pursuant to this Agreement manually, BellSouth shall provide notification in the same manner in which it was sent of any instances when an order contains Rejections/Errors in any of the data element(s) fields. Any other notification or request for manual orders shall be available through BellSouth's Internet web site. Such notice will be made as soon as the jeopardy or reject is identified.
- 3.16 BellSouth and AT&T will perform co-operative testing (including trouble shooting to isolate problems) to test any Services and Elements purchased by AT&T pursuant to this Agreement in order to identify any performance problems identified at turn-up of the Services and Elements.
- 3.17 Where BellSouth provides installation on behalf of AT&T, BellSouth shall advise the AT&T end user to notify AT&T immediately if the AT&T end user requests a service change at the time of installation.
- 3.18 Upon AT&T's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Services and Elements provided pursuant to this Agreement.

- 3.19 Unless otherwise ordered by AT&T, when AT&T orders Services and Elements pursuant to this Agreement, all pre-assigned trunk or telephone numbers currently associated with those Services and Elements shall be retained without loss of switched based features where such features exist. AT&T shall be responsible for ensuring that associated functions (e.g., entries to databases and 911/E911 capability) are properly ordered or retained on the service request.

4 Maintenance

- 4.1 BellSouth shall perform maintenance functions for all Services and Elements provided pursuant to this Agreement in accordance with the terms and conditions of this Attachment 7 and as set forth in the Operational Understanding between BellSouth and AT&T Maintenance Centers ("Operational Understanding"), incorporated herein by this reference.
- 4.2 BellSouth shall provide AT&T with access to maintenance and repair functions through its TAFI and EBI/ECTA interfaces.
- 4.2.1 The functionality provided through the EBI/ECTA interface shall be as set forth in the adopted applicable national standards.
- 4.2.2 When providing repair service for an AT&T end user, the TAFI interface shall allow AT&T personnel to: (i) enter a trouble ticket into the BellSouth maintenance system; (ii) track the current status on all AT&T end user repair tickets; (iii) receive "estimated time to repair" on a real time basis; (iv) if the trouble is feature related, display a list of the products and services that are programmed on a resold line or loop/port combination; (v) cause TAFI to perform an electronic test at the time of ticket entry and to display the test results on the screen; (vi) display pending orders associated with a resold line or loop/port combination; (vii) view the LMOS trouble report; (viii) query the switch serving the resold line or loop/port combination and view the current central office translations associated with said line or combination; (ix) view both abbreviated and extended trouble histories for a resold line or loop/port combination record in LMOS; (x) view the end user's resold line or loop/port combination record in LMOS; (xi) if the trouble is feature related, add or delete features to a resold line or loop/port combination; and (xii) route a repair ticket to the appropriate BellSouth work group for trouble handling (e.g., field dispatch, central office dispatch, further analysis of trouble by BellSouth personnel).
- 4.3 BellSouth service technicians shall provide to AT&T end users repair service that is at least equal in quality to that provided to BellSouth

end users and trouble calls from AT&T shall receive response time priority that is at least equal to that of BellSouth end users and shall be handled on a "first come first served" basis regardless of whether the end user is an AT&T end user or a BellSouth end user.

- 4.4 For services provided through resale, BellSouth agrees to provide AT&T with scheduled maintenance for residence and small business end users consistent with the Operational Understanding. BellSouth agrees to provide AT&T written notification of Central Office conversions and such conversions consistent with the Operational Understanding.
- 4.5 Maintenance charges for premises visits by BellSouth technicians shall be billed by AT&T to its end user, and not by BellSouth. The BellSouth technician shall, (i) contact AT&T for authorization, (ii) provide an estimate of time and materials required, (iii) quote time and charges at the completion of the repair visit to the end user, (iv) notify AT&T if a subsequent visit is required. BellSouth will bill maintenance charges for premises visits to AT&T.
- 4.6 When maintenance charges are incurred during premises visits, the BellSouth technician shall present the end user with a form that is consistent with Section 19 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, detailing the time spent, the materials used, and an indication that the trouble has either been resolved, or that additional work will be necessary, in which case, BellSouth technician shall make an additional appointment with the end user. The BellSouth technician shall obtain the end user's signature upon said form, and then use the signed form to input maintenance charges into BellSouth's billing database.
- 4.7 BellSouth shall use best efforts to provide AT&T with prior notification, in the event that a BellSouth repair person is unable to keep a scheduled repair visit. If prior notice is not given and a scheduled repair visit is missed, AT&T may escalate to BellSouth for expedited repair or a revised estimated completion time.

5 Operational Readiness Test ("ORT")

- 5.1 Prior to initial live access to interface functionality and subject to mutual agreement, the Parties shall conduct Operational Readiness Testing ("ORT") which will allow for the testing of the systems, interfaces, and processes for the OSS functions.

- 5.2 For each OSS training class offered by BellSouth, AT&T shall receive at no cost, one seat per class per year. Job aids for updates to such OSS training information are available to AT&T on the BST Website.
- 5.3 Prior to live system usage, AT&T will complete user education classes for BellSouth-provided interfaces that affect the BellSouth network.

ODUF/ADUF/CMD5
Florida

Attachment 7
Exhibit A

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
									Nonrecurring								
									Disconnect								
							Rec	First	Add'l	First							Add'l
ODUF/EDOUF/ADUF/CMD5																	
		ACCESS DAILY USAGE FILE (ADUF)															
		ADUF: Message Processing, per message				N/A	\$0.0139280										
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.000129270										
		OPTIONAL DAILY USAGE FILE (ODOF)															
		ODOF: Recording, per message				N/A	\$0.0000068										
		ODOF: Message Processing, per message				N/A	\$0.006614										
		ODOF: Message Processing, per Magnetic Tape provisioned				N/A	\$48.77										
		ODOF: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.00010772										
		CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)															
		CMD5: Message Processing, per message				N/A	\$0.004										
		CMD5: Data Transmission (CONNECT:DIRECT), per message				N/A	\$0.001										
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

Appendix 2

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: APRIL 30, 2002

TARIFF F.C.C. NO. 1
15TH REVISED PAGE 5-1
CANCELS 14TH REVISED PAGE 5-1
EFFECTIVE: MAY 15, 2002

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service

5.1 General

This section sets forth the regulations and orders related to charges for Access Orders for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Services. These charges are in addition to other applicable charges as set forth in other sections of this tariff.

An Access Order is an order to provide the customer with BellSouth SWA service, Special Access (a.k.a. BellSouth SPA) Service, Fast Packet Access Services, BellSouth Virtual Expanded Interconnection Service DS1 and DS3 cross-connects, or to provide changes to existing services. An order for BellSouth ADSL service, must be submitted in a manner designated by the Telephone Company, after receipt of an appropriate logon and password that is required to access the ordering system(s). Ordering, Maintenance, NSP logon and password information may be obtained by choosing "Get Started" at the following website: http://www.bellsouth.com/broadband/dsl_solutions/discover.

(N)
(N)
(N)
(N)
(N)
(N)

The Service Installation Guarantee, as set forth in 2.4.9 preceding, is applicable to specified services offered in this tariff. The Service Installation Guarantee is applied on a per service order basis for BellSouth SWA Services. The Service Installation Guarantee is applied on a per circuit basis for Special Access (a.k.a. BellSouth SPA) Services. The Service Installation Guarantee is applied on the DS1 and DS3 cross-connect element only for BellSouth Virtual Interconnection Service arrangements.

5.1.1 Ordering Conditions

Ordering Conditions for BellSouth ADSL service are as specified in 5.1.1(J).

(N)

- (A) A customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multipoint service.
- (B) The customer shall provide all information necessary for the Telephone Company to provide and bill for the requested service. In addition to the order information required in 5.2.2, 5.2.4, 5.2.6, 5.2.7 and 5.2.14 following, the customer must also provide:
 - Customer name and premises address(es).
 - Billing name and address (when different from customer name and address).
 - Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
- (C) BellSouth SWA service orders for BellSouth SWA FGA and BellSouth SWA LSBSA shall be in lines.
- (D) BellSouth SWA Service orders for BellSouth SWA FGB, BellSouth SWA FGD, BellSouth SWA TSBSA 1 and BellSouth SWA TSBSA 3 shall be in trunks.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: NOVEMBER 13, 2000

TARIFF F.C.C. NO. 1
10TH REVISED PAGE 5-1.1
CANCELS 9TH REVISED PAGE 5-1.1
EFFECTIVE: NOVEMBER 28, 2000

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

- (E) The day upon which the customer has provided to the Telephone Company a firm commitment for the service and complete and accurate information to allow for the processing of the Access Order by three o'clock p.m. Eastern Standard Time* is the Application Date. The Telephone Company will release an optional initial Pending Order Confirmation, which will include the Telephone Company order number and circuit identification. At the customer's request, when the Telephone Company facility availability is verified, either a Firm Order Confirmation, which will include critical date information, or a Design and Ordering Confirmation, which will include design as well as critical date information, will be released. Critical date information will include the service date. The service date is the date service is to be made available to the customer and billing will commence. (T)
- (F) A Pending Order Confirmation is available for orders for Telephone Company-provided switched access dedicated transport services, where ordered separately from other switched access services, and for Telephone Company-provided special access services. A Design and Ordering Confirmation is not available for orders submitted by end users. A Pending Order Confirmation and a Design and Ordering Confirmation are not available for orders for services provided jointly with another Exchange Telephone Company. (T)
- (G) Except for services listed in (H)(1) below, the following charges will apply for the installations, moves or rearrangement of services of Switched and Special Access service orders with an agreed upon service date interval of four business days or less following the Application Date. These charges are in addition to other applicable Switched and Special Access installation, move and rearrangement of service non-recurring charges. These charges will apply except for conversions made at the request of the Customer from a lower to a higher order of service as provided for in Section 2.4.8(A)(4). The higher order of services are set forth in Section 2.4.8(A)(4)(b)(4). This charge does not apply to services provided on a Special Services Arrangement or on an Individual Case Basis. In the event the agreed upon Service Date, as set forth above, is not met, these charges will not be applied. (C)

	<u>Rate Per Service Order</u>	<u>USOC</u>
Per Special Access Service Order	\$345.00	SOCSP
Per Switched Access Service Order	\$295.00	SOCSSW

*Access Orders received after three o'clock p.m. EST will be processed the next business day, which will be the Application Date.

BELLSOUTH TELECOMMUNICATIONS, INC.
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29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: NOVEMBER 13, 2000

TARIFF F.C.C. NO. 1
2ND REVISED PAGE 5-1.2
CANCELS 1ST REVISED PAGE 5-1.2
EFFECTIVE: NOVEMBER 28, 2000

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(H) Service Date Advancement

- (1) The regulations and rates specified herein are applicable only for the following services:
 - BellSouth SPA Metallic
 - BellSouth SPA Telegraph
 - BellSouth SPA VG
 - BellSouth SPA WATS Lines
 - BellSouth SPA Program Audio
 - BellSouth SPA Wideband Analog
 - BellSouth SPA Wideband Data
 - BellSouth SPA DSO Digital Data
 - BellSouth SPA DS1
 - BellSouth SPA DS1 Diverse
 - BellSouth SPA DS1 Shared Ring
- (2) When placing an Access order for the installation, move or rearrangement of services, the customer may request that the service date for services with standard or negotiated intervals be advanced to an earlier service date. If the Company agrees to advance the service date, a Service Date Advancement Charge will apply as specified herein.
- (3) A customer may also request a change of the service date on a pending Access order. Should the Company agree to change the service date the following regulations will apply:
 - (a) For services with standard intervals where the service interval between the Subsequent Request Date and the Subsequent Due Date is four business days or less, a Service Date Advancement charge will apply for each day the new service interval is less than the standard interval.
 - (b) For services with negotiated intervals, a Service Date Advancement Charge will apply for each day the revised service date is advanced from the original service date.
 - (c) Advancement of the service date on pending Access orders will also incur a Service Date Change charge as set forth in 5.3 of this Tariff.
- (4) Irrespective of whether the Company meets the agreed upon service date for an Access order but does provide the service prior to the standard or negotiated interval for the service ordered, a Service Date Advancement charge will apply for each day the Company completes the Access order in advance of the standard or negotiated interval. If the Company completes an Access order after the standard or negotiated interval, a Service Date Advancement charge will not apply.

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ISSUED: NOVEMBER 13, 2000

TARIFF F.C.C. NO. 1
2ND REVISED PAGE 5-1.3
CANCELS 1ST REVISED PAGE 5-1.3
EFFECTIVE: NOVEMBER 28, 2000

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(H) (Cont'd)

- (5) The Service Installation Guarantee, specified in 2.4.9 preceding, will not apply on Access orders with advanced service dates.
- (6) When the customer cancels an Access order for the installation, move or rearrangement of services, a Service Date Advancement charge may apply in accordance with terms and conditions for cancellation percentages on nonrecurring charges as set forth in 5.4 following.
- (7) A Service Date Advancement charge, as specified below, will apply on a per circuit basis for each day the service date is advanced from the standard or negotiated interval for services specified in (1) above.

<u>Service Date Advancement</u>	<u>Nonrecurring Charge</u>	<u>USOC</u>
Special Access Service		
- Per Circuit, Per Day	\$200.00	SDASP

- (8) The Service Date Advancement charge, as set forth in (7) above, is in addition to other applicable nonrecurring charges associated with services listed in (1) above. This charge does not apply when the customer requests conversion to a higher order of service as provided in Section 2.4.8(A)(4). This charge does not apply to services provided in a Special Services Arrangement or to services provided on an Individual Case Basis.
- (9) Should the customer fail to pay the properly assessed Service Date Advancement charge, the Company may elect not to accept the customer's future requests to advance a service date while there is a billed amount outstanding. Any future requests for service from the customer will be processed with the standard or negotiated interval, as appropriate, until outstanding Service Date Advancement charges owed by the customer have been paid.
- (10) When costs other than additional engineering and labor, as set forth in Section 13 of this Tariff, are to be incurred when an order is advanced, the Company will develop these costs in accordance with Special Construction terms and conditions as set forth in the BELLSOUTH TELECOMMUNICATIONS, INC.'s Tariff F.C.C. No. 2. Authorization to incur the costs and to bill the customer will be in accordance with the terms and conditions set forth in the Special Construction Tariff.

BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: APRIL 30, 2002

TARIFF F.C.C. NO. 1
3RD REVISED PAGE 5-1.4
CANCELS 2ND REVISED PAGE 5-1.4
EFFECTIVE: MAY 15, 2002

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(I) Discount for Long Service Intervals on BellSouth SPA DS1 Services

- (1) If a customer's initial order for BellSouth SPA DS1 service has a service interval of 16 business days or greater, the customer will receive a twenty percent (20%) discount on the nonrecurring charges. The 20% discount will only apply to BellSouth SPA DS1 service with standard intervals. Should the customer subsequently change the service date to a service date with an interval that is less than 16 business days, full nonrecurring charges will apply. If the revised service date is less than the standard interval for the service, a Service Date Advancement Charge, as specified in (H) above, will apply in addition to a Service Date Change Charge as set forth in 5.3 of this Tariff.
- (2) The 20% discount on nonrecurring charges will apply to BellSouth SPA DS1 local channels and interoffice channels for installations, moves or rearrangement of services.
- (3) The Service Installation Guarantee in 2.4.9 preceding will apply should the Company fail to meet the agreed upon service date which has a 16 business days or greater service interval. The customer will only receive a credit amount equal to the 20% discounted nonrecurring charges associated with the services ordered.

The time required to provision the service (i.e., the interval between the Application Date and the Service Date) is known as the service interval. Such intervals will be established in accordance with published service date interval guidelines which are available to customers upon request, whether the customer's service is subject to standard or negotiated intervals. The customer may request a service date other than that established pursuant to the service date interval guidelines, and the Telephone Company, where possible, will establish the service date in accordance with such request, subject, however, to other applicable provisions of this tariff.

A customer who initiates a conversion (rollover) of a DS1 (a.k.a. BellSouth SPA DS1) to a DS3 High Capacity (a.k.a. BellSouth SPA DS3) service is also responsible for submitting Network Channel Interface (NCI) Code Update requests, either mechanically or manually, on all sub-DS1 level circuits that ride the channelized DS1 High Capacity (a.k.a. BellSouth SPA DS1) service being rolled over. The Telephone Company and customer will work cooperatively to establish the number of circuits which may be submitted monthly for purposes of mechanical NCI Code updates associated with rollovers of DS1 High Capacity service (a.k.a. BellSouth SPA DS1) to DS3 High Capacity (a.k.a. BellSouth DS3) service.

A customer who converts from an existing feature group service to an equivalent unbundled service (i.e., BellSouth SWA FGA to BellSouth SWA LSBSA, BellSouth SWA FGB to BellSouth SWA TSBSA 1, BellSouth SWA FGC to BellSouth SWA TSBSA 2, and BellSouth SWA FGD to BellSouth SWA TSBSA 3) shall do so on no lower than an end office level. The Telephone Company and customer will work cooperatively to accomplish these conversions.

Certain material now appearing on this page previously appeared on 5th Revised Page 5-2

BELLSOUTH TELECOMMUNICATIONS, INC.
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7TH REVISED PAGE 5-2
CANCELS 6TH REVISED PAGE 5-2
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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(J) BellSouth ADSL Service

The customer must place an electronic (Internet or "web-based" interface) order utilizing a Telephone Company-specified order and response system to request VCs be provisioned to a customer-designated end-user premises. The Telephone Company-specified electronic order and response system allows a BellSouth ADSL service customer to place orders and receive response from the Telephone Company about a request for service. A customer identification and password for access to the appropriate order and response system(s) are provided when a customer meets the requirements specified in (1)(a) following.

(1) Ordering Conditions

(a) The customer shall provide all information necessary for the Telephone Company to provide and bill for the BellSouth ADSL service. In addition to the order information required in 5.2.14 following, the customer must also provide:

- Customer name and address(es)
- Customer billing name and address (when different from customer name and address)
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
- Customer electronic mail address
- When requested, an end-user letter of authorization
- End-user's Local Exchange service provider, Local Exchange service telephone number and premises address
- Network Service Provider (NSP)
- Type of request
- BellSouth XAATMS, MSATMS or EUA information
- Circuit identification of the transport facility between the customer's premises and its designated serving wire center
- Virtual Path Identifier (VPI) and Virtual Channel Identifier (VCI)
- End-user VPI and VCI
- Requested Due Date
- Requested VC data rate
- Whether VCs are part of a multiple VC arrangement and, if so, associated VPI and VCI for each VC

(N)
(N)

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TARIFF F.C.C. NO. 1
1ST REVISED PAGE 5-2.0.1
CANCELS ORIGINAL PAGE 5-2.0.1
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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(J) BellSouth ADSL Service

(1) Ordering Conditions (Cont'd)

(b) (Cont'd)

When a customer requests BellSouth ADSL service, End-User Aggregation, the customer must additionally specify:

- The primary NSP
- The number of sessions and destinations per line
- Domain Group(s) (DG) and Domain Group Name(s) (DGN) associated with each EUA dedicated transport (maximum of 10 DGNs).
- Domain Group List(s) (DGL) associated with each DG (maximum of 100)
- Domain Name(s) (DN) associated with each EUA DGL (maximum of 10)
- DGLs that each end-user may access

(N)
(N)
(N)
(N)
(C)

EUA does not utilize VPI/VCI information

Furthermore, End-User Aggregation must be specified when initially ordering a transport facility to be utilized in conjunction with BellSouth ADSL service, End-User Aggregation. Connection to BellSouth ADSL service, End-User Aggregation, is accomplished with facilities dedicated to the transport of BellSouth ADSL service, End-User Aggregation, terminated in Company-specified Central Offices that are capable of providing BellSouth ADSL service, End-User Aggregation. Interstate dedicated Special Access (a.k.a. BellSouth SPA) service rates, charges and regulations are specified in Section 7 of this tariff. A BellSouth ADSL service, End-User Aggregation transport facility may not be terminated in BellSouth XAATMS or MSATMS. BellSouth ADSL service, End-User Aggregation, is required when the customer requests BellSouth ADSL service "Multiple Destinations" and/or "Multiple Sessions."

- (c) The day upon which the customer has provided to the Telephone Company a firm commitment for the service and complete and accurate information to allow for the processing of the order is the Application Date.

(C)
(C)
(D)
(D)

- (d) A customer who requests a rearrangement of a BellSouth ADSL service, Virtual Circuit (VC) from/to an arrangement provisioned as either XAATMS/MSATM or End-User Aggregation, is also responsible for submitting to the Telephone Company the information that will enable the Telephone Company to complete that rearrangement. The required information is as specified in 5.2.7(A), preceding.

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ISSUED: APRIL 30, 2002

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3RD REVISED PAGE 5-2.1
CANCELS 2ND REVISED PAGE 5-2.1
EFFECTIVE: MAY 15, 2002

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(J) BellSouth ADSL Service

(N)

(1) Ordering Conditions (Cont'd)

(N)

- (e) A customer may request a modification of its BellSouth ADSL service order at any time prior to the due date. The Telephone Company will make every effort to accommodate the requested modification when it is able to do so with the normal work force assigned to complete such a modification within normal business hours, without charge. Customer-requested modifications that cannot be completed prior to the due date will be completed as if for new service as specified in 7.4.29.

(N)
(N)
(N)
(N)
(N)
(N)
(N)

5.1.2 Provision of Other Services

- (A) Testing Service, Additional Labor, and Special Facilities Routing shall be ordered with an Access Order or as set forth in (B) following. The rates and charges for these services, as set forth in other sections of this tariff, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated.

- (B) With the agreement of the Telephone Company, the items listed in (A) preceding may subsequently be added to the order at any time, up to and including the service date for the Access Service. When added subsequently, charges for a design change as set forth in 5.3(C)(3) following will apply when an engineering review is required.

- (C) Additional Engineering is not an ordering option, but will be applied to an Access Order when the Telephone Company determines that Additional Engineering is necessary to accommodate a customer request. Additional Engineering will only be required as set forth in 13.1 following. When it is required, the customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges.

If the customer agrees to the Additional Engineering, a firm order will be established. If the customer does not want the service or facilities after being notified that Additional Engineering of Telephone Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than 10%

(M)
(M)
(M)
(M)
(M)
(M)
(M)

The regulations, rates and charges for Additional Engineering are as set forth in 13.1 following and are in addition to the regulations, rates and charges specified in this section

(M)
(M)
(M)

Certain material now appearing on this page previously appeared on 5th Revised Page 5-3.

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ISSUED: APRIL 30, 2002

TARIFF F.C.C. NO. 1
6TH REVISED PAGE 5-3
CANCELS 5TH REVISED PAGE 5-3
EFFECTIVE: MAY 15, 2002

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.1 General (Cont'd)

(M)

5.1.3 Special Construction

The regulations, rates and charges for special construction are set forth in BELLSOUTH TELECOMMUNICATIONS, INC.'s TARIFF F.C.C. NO. 2 and are in addition to the regulations, rates and charges specified in this tariff.

5.2 Access Order

5.2.1 General

An Access Order is used by the Telephone Company to provide a customer access service as follows:

- (A) BellSouth SWA service as set forth in Section 6 following
- (B) Special Access (a.k.a. BellSouth SPA) Service as set forth in Section 7 following
- (C) BellSouth Virtual Expanded Interconnection Service and Special Access (a.k.a. BellSouth SPA) DS1 and DS3 Cross-Connect elements as set forth in Section 20 following.
- (D) Other Services as set forth in 5.1.2 preceding.

Because a standardized format has not been identified for ordering xDSL service(s) by the Ordering and Billing Forum (OBF), a request for BellSouth ADSL service, will be considered to be an Access Order without any other requirement than as set forth in this tariff for BellSouth ADSL service.

(N)
(N)
(N)
(N)

5.2.2 Information Required

When placing an order for Access Service, the customer shall provide, at a minimum, the following information:

BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: JUNE 16, 1998

TARIFF F.C.C. NO. 1
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CANCELS 5TH REVISED PAGE 5-4
EFFECTIVE: JULY 1, 1998

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a.
BellSouth SPA) Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.2 Information Required (Cont'd)

(A) For BellSouth SWA FGA and BellSouth SWA LSBSA Service, the customer shall specify:

- (1) Number of lines
- (2) First point of switching (i.e., the dial tone office)
- (3) Directionality of the service
- (4) BellSouth SWA Transport Options, if any
- (5) Local Switching Options (including BSEs), if any
- (6) Whether the off-hook supervisory signaling is to be provided by the customer's equipment or if it is to be forwarded by the customer's equipment when the called party answers.
- (7) If the service is to be provided with an extension to a different exchange.
 - the customer's premises at which the extension is to be terminated
- (8) Percent Interstate Usage (PIU) as specified in 2.3.10 preceding.
- (9) Provide Connecting Facility Assignment (CFA), if associated with a high capacity facility.
- (10) For BellSouth SWA Local Channel and BellSouth SWA Dedicated Interoffice Channel, the capacity.

(B) For BellSouth SWA FGB and BellSouth SWA TSBSA 1 service, the customer shall specify:

- (1) The number of trunks
- (2) For trunks to an end office, the end office
- (3) For trunks to an Access Tandem
 - (a) The Access Tandem Switch
 - (b) An Estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem (to assist the Telephone Company in its own efforts to project further facility requirements.)
- (4) BellSouth SWA Transport Options, if any
- (5) Local Switching Options (including BSEs), if any
- (6) For terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks
- (7) The traffic type using the categories specified in 6.1.1(I) following to enable efficient provisioning and billing functions
- (8) Percent Interstate Usage (PIU) as specified in 2.3.10 preceding.
- (9) Provide Connecting Facility Assignment (CFA), if associated with a high capacity (a.k.a. BellSouth High Capacity) facility.
- (10) For BellSouth SWA Local Channel and BellSouth SWA Dedicated Interoffice Channel, the capacity.

(D)(x)1
(D)(x)
(D)(x)

(x) In compliance with the order of the Federal Communications Commission In The Matter of Access Charge Reform; Price Cap Performance Review for Local Exchange Carriers; Transport Rate Structure and Pricing, and End User Common Line Charges, CC Dkt. Nos. 96-262, 94-1, 91-213, 95-72, released May 16, 1997.

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TARIFF F.C.C. NO. 1
8TH REVISED PAGE 5-5
CANCELS 7TH REVISED PAGE 5-5
EFFECTIVE: JULY 1, 1998

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.2 Information Required (Cont'd)

(C) For BellSouth SWA FGC, BellSouth SWA FGD, BellSouth SWA TSBSA 2 and BellSouth SWA TSBSA 3 service, the customer shall specify:

- (1) The number of BellSouth SWA FGD and BellSouth SWA TSBSA 3 trunks
 - for trunks ordered to an end office, the end office
 - for trunks ordered to an Access Tandem, the Access Tandem Switch
 - for trunks with coin sent-paid capability ordered to a TOPS tandem, the TOPS tandem switch
 - an estimate of the amount of traffic it will generate to and/or from each end office subtending the access and/or TOPS tandem (to assist the Telephone Company in its own efforts to project further facility requirements).
- (2) BellSouth SWA Transport Options, if any
- (3) Local Switching Options (including BSEs), if any
- (4) The traffic type using the categories specified in 6.1.1(I) following, to enable efficient provisions and billing functions.
- (5) Provide Connecting Facility Assignment (CFA), if associated with a high capacity (a.k.a. BellSouth High Capacity) facility.
- (6) For BellSouth SWA Local Channel and BellSouth SWA Dedicated Interoffice Channel, the capacity.

(D)(x)
(D)(x)
(D)(x)

The coin capable end offices and TOPS tandem switches are identified in the Wire Center Section of the NATIONAL EXCHANGE CARRIER ASSOCIATION (NECA) TARIFF F.C.C. NO. 4.

(D) For BellSouth SWA FGD and BellSouth SWA TSBSA 3 with BellSouth SWA CCSAC, in addition to the information listed in (C) preceding, the customer shall specify:

- (1) BellSouth SWA CCSAC Local Switching Options, if any

(x) In compliance with the order of the Federal Communications Commission In The Matter of Access Charge Reform; Price Cap Performance Review for Local Exchange Carriers; Transport Rate Structure and Pricing, and End User Common Line Charges, CC Dkt. Nos. 96-262, 94-1, 91-213, 95-72, released May 16, 1997.

BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: NOVEMBER 1, 1996

TARIFF F.C.C. NO. 1
7TH REVISED PAGE 5-6
CANCELS 6TH REVISED PAGE 5-6
EFFECTIVE: DECEMBER 16, 1996

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Services (Cont'd) (T)
(T)

5.2.2 Information Required (Cont'd)

(D) (Cont'd)

(2) For CCS7 Signaling Connections, specification of the level of diversity in its network, as defined in Technical Publication TR-TSV-000905, and the BellSouth Guidelines to Technical Publication TR-TSV-000905.

(3) Service Installation Guarantees, as set forth in 2.4.9 preceding, are not applicable for the installation of CCSAC signaling.

(E) For BellSouth SWA FGD and BellSouth SWA TSBSA 3 with 64 Clear Channel Capability (CCC), in addition to the information listed in (C) and (D) preceding, the customer shall specify 64 CCC Local Switching Options, if any, with Superframe or Extended Superframe, as specified in Section 6.1.3(A)(6)(f) and 7.2.9(E)(5). (T)

5.2.3 Traffic Engineering Responsibilities

(A) The customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

(D)

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TARIFF F.C.C. NO. 1
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CANCELS 7TH REVISED PAGE 5-7
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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Services (Cont'd) (T)1
5.2 Access Order (Cont'd) (T)

5.2.3 Traffic Engineering Responsibilities (Cont'd)

(B) Determination of Trunks

- (1) When ordering BellSouth SWA service, the trunks may be determined by the customer in the following manner. For each day the customer shall determine the highest number of trunks in use for a single hour. The customer shall, for the same hour period (i.e., busy hour), pick the twenty consecutive business days in a calendar year which add up to the largest number of trunks in use. The customer shall then determine the average busy hour trunks by dividing the largest number of trunks in use figure, for the same hour period, for the twenty consecutive business day period by 20. This computation shall be performed for each end office and/or access tandem the customer wishes to serve. (T)
- (2) If data to develop a twenty consecutive day period is not available, the customer may use a twenty day period that contains as many consecutive days as is available.

(C) Determination of CCS7 Signaling Connections and Terminations

The customer shall work cooperatively with the Telephone Company to determine the number of CCS7 Signaling Connections and CCS7 Signaling Terminations required to handle its signaling traffic.

5.2.4 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (T)1

For BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service, as described in 6.2.5(B) following, the customer shall order in the same manner which is set forth preceding for ordering BellSouth SWA FGD and BellSouth SWA TSBSA 3 except that customers must order BellSouth SWA FGD and BellSouth SWA TSBSA 3 to all access tandems or direct connections to all end offices designated by the Telephone Company as Service Switching Points for BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service within the LATA. Direct trunk routes cannot be provided unless the end office is equipped to provide the customer identification function. All traffic originating from end offices not equipped to provide the customer identification function require routing via the serving access tandem at which the function is available. Service must be ordered accordingly. (T)1
(T)
(T)
(T)

TARIFF F.C.C. NO. 1
8TH REVISED PAGE 5-8
CANCELS 7TH REVISED PAGE 5-8
EFFECTIVE: JANUARY 24, 1997

$$\begin{pmatrix} S \\ S \end{pmatrix}$$

(S)

$$\begin{pmatrix} S \\ S \end{pmatrix}$$

(S)

(S)

$$\begin{pmatrix} D \\ D \\ D \end{pmatrix} \begin{pmatrix} X \\ X \\ X \end{pmatrix}$$

- (S) Originally filed under Transmittal No. 377 and subsequently deferred under Transmittal No. 387 until January 15, 1997.

BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: NOVEMBER 1, 1996

TARIFF F.C.C. NO. 1
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CANCELS 2ND REVISED PAGE 5-8.1
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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd) (T)

5.2 Access Order (Cont'd)

5.2.6 BellSouth Directory Assistance Access Service (T)

For BellSouth Directory Assistance Access Service, the customer shall specify the number of trunks from the customer's premises to the Directory Assistance location. Unless direct routing is specified by the customer, BellSouth Directory Assistance Access service will be provided with a BellSouth SWA FGB, BellSouth SWA FGC and BellSouth SWA TSBSA Service. The customer shall also specify which BellSouth SWA FGB, BellSouth SWA FGC and BellSouth SWA FGD or BellSouth SWA TSBSA BellSouth service trunk group is to be associated with the BellSouth Directory Assistance Access Service. (T)

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.7 Special Access (a.k.a. BellSouth SPA) and BellSouth SWA Transport Service (Cont'd)

- (B) For BellSouth SWA Dedicated Transport Services, the customer must specify the Facility Hubs involved, if applicable, the channel type (e.g. BellSouth SWA Voice Grade, BellSouth SWA DS1, etc.), the channel interface and any options desired. When establishing BellSouth SWA Transport Services under the Shared Network Arrangement, the host subscriber must coordinate with each service user the design testing and maintenance of the service. Additionally, the service user must provide to BellSouth Telecommunications, Inc., the Connecting Facility Arrangement (CFA) and the Billing Account Number (BAN) of the host subscriber. (M)
- (C) Where the Special Access (a.k.a. BellSouth SPA) or WATS Access Line (a.k.a. BellSouth SPA WATS Line) Service is exempt from the Special Access Surcharge as set forth in 7.4.2 following, the customer shall furnish with the order the certification as set forth in that section. (M)
- (D) For WATS Access Line (a.k.a. BellSouth SPA WATS Line) Service, the customer must also specify the type of calling (i.e., Originating Only, Terminating Only, or Two-Way) for which the service is to be provided. Additionally, when necessary screening functions are not provided at the wire center which serves the customer's originating or terminating premises, the Telephone Company will provide the service to the nearest wire center where the capability exists. In these circumstances, the customer will be notified and the order will be changed to designate the appropriate premises. No charge will apply for the change. (M)
- (E) To enable a customer to receive flat rate treatment on a WATS Access Line (a.k.a. BellSouth SPA WATS Line) used to provide terminating service (i.e., BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service), the customer must specify, by jurisdiction, the telephone number which is used to route the call. (M)

Certain material now appearing on this page previously appeared on 3rd Revised Page 5-9.

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a BellSouth SPA) Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.8 BellSouth SWA Service to Cellular Interconnections

For BellSouth SWA FGB, BellSouth SWA FGD, BellSouth SWA TSBSA 1 and BellSouth SWA TSBSA 3 service to a Mobile Telephone Switching Office (MTSO) directly interconnected to a Telephone Company Access Tandem Office, the customer shall provide information to the Telephone Company indicating the NXX code(s) to be accessed. (T)

5.2.9 BellSouth SWA 900 (T)

For BellSouth SWA 900 service, the customer shall order in the same manner which is set forth preceding for ordering BellSouth SWA FGD and BellSouth SWA TSBSA 3 with the following exception. The customer must order BellSouth SWA FGD and BellSouth SWA TSBSA 3 to all access tandems or direct connections to all end offices designated by the Telephone Company as BellSouth SWA 900 service screening offices within the state. Direct trunk routes cannot be provided unless the end office is equipped to provide the customer identification function. All traffic originating from end offices not equipped to provide the customer identification function will require routing via the access tandem at which the function is available. Service must be ordered accordingly. In addition, the customer shall specify whether 900 NXX codes provided to the customer should be arranged for 1+ dialing only or for both 1+ and 0+ dialing. All 900 NXXs provided to an individual customer will be arranged for either 1+ dialing only or for both 1+ and 0+ dialing.

When the customer desires activation of a 900 NXX code for 900 NXX screening the customer shall submit an Access Service Request (ASR) whether or not additional capacity is required.

5.2.10 BellSouth Operator Transfer Service (T)

When ordering BellSouth Operator Transfer Service, the customer shall specify the number of new or additional BellSouth SWA FGC, BellSouth SWA FGD, BellSouth SWA TSBSA 2 or BellSouth SWA TSBSA 3 Trunks desired, if any, to carry originating traffic from the Operator Services System location to the customer location in each LATA served by the BellSouth Operator Services System where the customer requests BellSouth Operator Transfer Service. (T)1 (T)

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ACCESS SERVICE

- 5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd) (T)

5.2 Access Order (Cont'd)

5.2.11 BellSouth Electronic White Pages Access (T)

When ordering BellSouth Electronic White Pages Access service, the customer shall obtain Public Packet Switching Network (PPSN) Service to interconnect with the Company's BellSouth Electronic White Pages Access location(s). (T)

5.2.12 BellSouth Line Information Data Base Access (T)

In addition to ordering conditions set forth in Section 5.1.1 preceding, the customer shall provide the Originating Point Code(s) associated with BellSouth Line Information Data Base Access Validation. (T)

In addition to requirements stated in Section 19 following, for BellSouth Line Information Data Base Access service, the customer shall specify the number of additional BellSouth Line Information Data Base Access lines, if any, required to carry traffic from the customer's SPOI to the BellSouth Line Information Data Base Access location. (T)

5.2.13 BellSouth Virtual Expanded Interconnection (T)

For BellSouth Virtual Expanded Interconnection service arrangements, the collocator must specify the number and type of cross-connect elements to be utilized. (T)

5.2.14 Billing Name and Address (BNA)

In addition to the ordering conditions set forth in Section 5.1.1 preceding, the customer shall also provide the following:

- (1) The customer's Carrier Identification code (CIC) or pseudo CIC Code and Access Carrier Name Abbreviation (ACNA). In the event the customer does not have such an assignment the customer must contact BellSouth for this assignment;
- (2) A list of Carrier Identification Codes (CICs) or pseudo CIC Codes and Access Carrier Name Abbreviations (ACNAs) for whom billing services are being performed;
- (3) The established BellSouth Carrier Access Billing System (CABS) Account (C07) account number and if no account exists BellSouth will establish a C07 account for billing purposes.

5.2.15 BellSouth Inward Operator Services (T)

For BellSouth Inward Operator Services, the customer shall specify the number of new or additional BellSouth SWA FGC, BellSouth SWA FGD or BellSouth SWA TSBSA 2 or BellSouth SWA TSBSA 3 trunks desired, if any, to carry traffic from the customer's premises to the BellSouth Inward Operator Services location. (T)

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5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.2.15 Mechanized Interface to Specified Operation Support Systems

For any customer of BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service, other than BellSouth ADSL Service, additional features are offered. (C)
The features include a mechanized interface to the trouble reporting system as indicated in (A) following, a mechanized interface to the Preferred Interexchange Carrier (PIC); Street Guide Validation, and verification of Connecting Facility Assignments (CFA) and Network Channel/Interface Codes (NC/NCI). The Telephone Company will provide BellSouth ADSL Service customers (N) electronic input and response format information. (N)

(A) The feature, Trouble Administration for Access Services, allows the customer to electronically perform the following:

- Enter a Trouble Report
- Request Trouble Report status
- Add Trouble Report information
- Modify Trouble Report attributes
- Verify repair completion
- Cancel Trouble Report
- Trouble Report attribute value change

(B) The feature, PIC Inquiry and Order, provides the BellSouth SWA Access Customers (BellSouth SWA FGD only) the ability to perform the following:

- Telephone PIC inquiry
- Telephone PIC change

This feature is only for access to the system. All other appropriate PIC charges as set forth in 13.3.3 following apply.

(C) The feature, Street Guide Validation, provides the customer with the ability to electronically verify an end user street address for the purpose of submitting an accurate access service request (ASR).

This feature is available to the customer in conjunction with the submission of an ASR for the sole purpose of validating the street address of an end user. Any other use of this service is prohibited.

(D) The features, Connecting Facility Assignment (CFA) and Network Channel/Interface Codes (NC/NCI) are provided for the sole purpose of enabling the customer to electronically verify connecting facility assignment(s) and network channel/interface code(s) prior to submitting an access service request (ASR).

(E) To implement these features, the customer must provide a terminal a modem and Switched Dial Service or a Private Line Service to a location designated by the Company at which the Company provides access to these features. If the customer chooses to utilize a dial service to access these features, a Security Card is required. The ordering conditions for the Security Card are set forth in 13.3.12 following.

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.2.16 BellSouth SWA 500 Access Service

For BellSouth SWA 500 Access service, as described in 6.2.9 following, the customer shall order in the same manner which is set forth preceding for ordering BellSouth SWA FGC, BellSouth SWA FGD, BellSouth SWA TSBSA 2 and BellSouth SWA TSBSA 3 except that customers must order BellSouth SWA FGC, BellSouth SWA FGD, BellSouth TSBSA SWA 2 and BellSouth SWA TSBSA 3 to all end offices within the customer designated LATA(s).

The customer is also responsible for reporting to the Telephone Company the percent interstate usage (PIU) for BellSouth SWA 500 service as set forth in 2.3.10 preceding.

5.2.17 BellSouth Local Number Portability Database Services

For BellSouth Local Number Portability (LNP) Query Service, in addition to subscribing to the service by meeting the conditions set forth in Section 5.1.1 preceding, the customer shall provide the Originating Point Codes associated with the service.

5.2.18 BellSouth Remote Access Service

(A) For BellSouth Remote Access Service, in addition to subscribing to the service by meeting the conditions set forth in Sections 5.1.1 and 5.2.2 preceding, the customer shall:

- (1) coordinate their ASR through a customer account team;
- (2) populate the project field on the ASR with "BST-RAS"; and
- (3) negotiate service intervals for BellSouth Remote Access Service.

(N)
(N)
(N)
(N)
(N)
(N)

5.3 Access Order Modifications

- (A) The customer may request a modification of its Access Order at any time prior to notification by the Telephone Company that service is earlier. The Telephone Company will make every effort to accommodate requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, overtime installation charges as stated in Section 13.2.6 may be applicable. All charges for Access Order modifications will apply on a per occurrence basis.
- (B) Any increase in the number of BellSouth SWA and Special Access (a.k.a. BellSouth SPA) service channels, BellSouth Virtual Expanded Interconnection Service DS1 and/or DS3 cross-connect elements, or BellSouth SWA service lines, trunks, or CCS7 Signaling Connections and CCS7 Signaling Terminations will be treated as a new Access Order (for the increased amount only).
- (C) If order modifications are necessary to satisfy the transmission performance for a Special Access (a.k.a. BellSouth SPA) Service order by a customer, these changes will be made without order modification charges being incurred by the customer.

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.3 Access Order Modifications (Cont'd)

(C) (Cont'd)

(1) Service Date Change Charge

- (a) Access Order service dates for installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. (T)
- (b) When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Telephone Company accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Telephone Company and reissued with appropriate cancellation charges applied unless the customer indicates that billing for the service is to commence as set forth in 5.4(A) following. (T)
- (c) Failure to notify the Company prior to the original service date to request a different service date may result in the application of a Service Date Change-Additional Dispatch Charge for installations, moves and rearrangement of services. If a Company technician is dispatched to the Customer's premises on the scheduled service date and the customer has failed to notify the Company before three o'clock p.m. EST on the business day prior to the scheduled service date that it wishes to change the service date, the Company will delay the start of service pending negotiations with the customer. If the customer reschedules the service date, a Service Date Change-Additional Dispatch Charge will apply in addition to a Service Date Change Charge as specified in (1)(e), following. If the customer cancels the service date, cancellation charges will apply in accordance with terms and conditions for cancellation charges as set forth in 5.4 following. Cancellation of the order will not preclude the application of the Service Date Change Charge and Service Date Change-Additional Dispatch Charge assessed for prior occurrences on the same order. (N)

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.3 Access Order Modifications (Cont'd)

(C) (Cont'd)

(1) Service Date Change Charge (Cont'd)

- (d) A new service date may be established that is prior to the original service date if the Telephone Company determines it can accommodate the customer's request without delaying service dates for orders of other customers.
- (e) A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Service Date Change-Additional Dispatch Charge will apply for each occurrence of a technician dispatch to the customer's premises when the customer is not ready for service as specified in (1)(c), preceding. The applicable charges are:

<u>Service Date Change Charge</u>	<u>USOC</u>	<u>Charge</u>
Per Order, per Occurrence	OMC	\$31.60
<u>Service Date Change- Additional Dispatch Charge</u>	<u>USOC</u>	<u>Charge</u>
Per Occurrence	OMCAD	\$150.00

- (f) For multiple orders with the same service date for the same customer premises, only one Service Date Change-Additional Dispatch charge will apply. However, a Service Date Change charge will apply for each order.
- (g) Service Installation Guarantees, as set forth in 2.4.9 preceding, are not applicable for Service Date Change Charges.

(2) Partial Cancellation Charge

Any decrease in the number of ordered BellSouth SWA and Special Access (a.k.a. BellSouth SPA) service channels, BellSouth Virtual Expanded Interconnection Service DS1 or DS3 cross-connect elements, or BellSouth SWA or CCS7 Signaling Connections services will be treated as a partial cancellation and the charges as set forth in 5.4(B) following will apply.

(C)
(C)
(C)

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.3 Access Order Modifications (Cont'd)

(C) (Cont'd)

(3) Design Change Charge

Except for BellSouth ADSL service, the customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Telephone Company personnel of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of BellSouth SWA Transport Termination, type of channel interface, type of Interface Group or technical specification package. Design changes do not include a change of customer premises, end user premises, end office switch, Basic Serving Arrangement, BellSouth Virtual Interconnection Service DS1 or DS3 cross-connect element, or BellSouth SWA and Special Access (a.k.a. BellSouth SPA) service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied. BellSouth ADSL service Virtual Circuits are non-designed and the customer may not request a design change. (C)
(N)
(N)

Should a customer requested Design change be received on a pending access order that results in the establishment of a new service date that exceeds the original service date by more than 30 days, the customer shall not be required to cancel and reissue a new order, but shall be billed a design change charge and a service date change charge.

The Telephone Company will review the requested change, notify the customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the customer authorizes the Telephone Company to proceed with the design change, a Design Change Charge will apply. The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is:

<u>Design Change Charge</u>	<u>USOC</u>	<u>Rate Per Order</u>
ALL STATES	H28	\$39.93

If a change of service date is required, the Service Date Change Charge as set forth in (1) preceding will also apply.

Service Installation Guarantees, as set forth in 2.4.9 preceding, are not applicable for Design Change Charges.

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5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd) (T)
(T)
(D)
(D)

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.4 Cancellation of an Access Order

- (A) A customer may cancel an Access Order for the installation of service at any time prior to notification by the Telephone Company that service is available for the customer's use. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If the customer or a customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:

- The Access Order shall be canceled and charges/provisions specified in (B) through (D) following will apply, or (C)
- Billing for the service will commence. (C)

In any event, the cancellation date or the date billing is to commence (depending on which option is selected by the customer) shall be the 31st day beyond the original service date of the Access Order.

- (B) When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

- (1) Costs incurred in conjunction with the provision of BellSouth SWA service, BellSouth Virtual Expanded Interconnection arrangement Cross-Connects, or Special Access (a.k.a. BellSouth SPA) Service starts on the Application Date as defined in (4)(b) following. Provisions addressing the application of charges for other BellSouth Virtual Expanded Interconnection elements are contained in Section 20 following.

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd) (T)
(T)

5.4 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

- (2) When the customer cancels an Access Order prior to the Design Layout Report Date, as defined in (4)(b) following, no charges shall apply.
- (3) When the customer cancels an Access Order on or after the Design Layout Report Date, a charge equal to the estimated costs incurred by the Telephone Company shall apply. Such charge is determined as specified in (4) following.
- (4) Charges applicable as specified in (3) preceding are based on the estimated costs incurred by the Telephone Company at the time the order is cancelled. The estimated costs incurred are determined based on the following:
 - (a) Certain Telephone Company critical dates are associated with an Access Order provisioning interval, whether standard or negotiated. These dates are used by the Telephone Company to monitor the progress of the provisioning process. At any point in the Access Order interval the Telephone Company is able to determine which critical date was last completed and can thus determine what percentage of the Telephone Company's provisioning costs have been incurred as of that critical date.
 - (b) The critical dates tracked by the Telephone Company are as follows:
 - Application Date (APP): The date the customer provides to the Telephone Company, (1) a firm commitment for service and (2) sufficient information as detailed in 5.1 preceding to enable the Telephone Company to begin service provisioning. This is also the order date.
 - Scheduled Issue Date (SID): The date that the order is to enter the Telephone Company's order distribution system.
 - Design Layout Report Date (DLRD): The date the Design Layout Report (DLR) is forwarded to the customer.
 - Records Issue Date (RID): The date that all design and assignment information is to be sent to the central office and installation forces.

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5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd) (T)

5.4 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) (Cont'd)

(b) (Cont'd)

- Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested. In addition, switching equipment, including translation loading, is to be installed and tested.
- Plant Test Date (PTD): The date on which overall testing of the service is to be started.
- Engineering Information Report Date (EIRD): The date the engineering group in another ISS area provides information to the primary engineering group.
- Service Date (DD): The date on which service is to be made available to the customer. This is sometimes referred to as the Due Date.
- Designed, Verified, and Assigned Date (DVA): The date by which field implementation groups must report that all documents and materials have been received.

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5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd) (T)
(T)

5.4 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) (Cont'd)

(b) (Cont'd)

- Frame Continuity Date (FCD): Date on which frame-to-frame testing must be completed. This is sometimes referred to as the Facility Continuity Check Date.
- Loop Assignment and Make-up Date (LAM): The date by which Local Loop Assignment and Make-up information must be available.
- Confirming Design Layout Report Date (CDLRD): The date the Design Layout Report (DLR) is to be confirmed by the customer.
- (c) The percentage of the total provisioning cost incurred by the Telephone Company at a particular critical date varies by the type of service as shown in (d) following.
- (d) When a customer cancels an Access Order, or part of an Access Order, before the service date, the Telephone Company will apply cancellation charges to the order. Cancellation charges are calculated by multiplying all the nonrecurring charges associated with the order, or that part of the order being cancelled, by the percentage shown in (e) following for the critical date last completed on the order.*

* As set forth in 5.4(B)(2), when a customer cancels an order prior to the Design Layout Report Date, no cancellation charges shall apply.

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5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd) (T)

5.4 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) (Cont'd)

(e) Cancellation Charge Percentages

TYPE SERVICE/ CRITICAL DATES	AFTER: BEFORE:	APP SID	SID LAM	LAM EIRD	EIRD DLRD	DLRD RID	RID DVA	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD	
SPECIAL ACCESS (a.k.a. BellSouth SPA)													(T)
WATS (a.k.a. BellSouth SPA WATS Line)		1.6	4.7	6.6	9.5	13.2	18.7	33.2	44.6	56.6	83.6	100.0	(T) (T) (T)
VOICE GRADE (a.k.a. BellSouth DSO VG)		1.6	4.7	6.6	9.5	13.2	18.7	33.2	44.6	56.6	83.6	100.0	(T) (T)
TELEGRAPH GRADE (a.k.a. BellSouth SPA Telegraph)		1.6	4.8	8.9	13.6	17.0	22.2	34.7	43.9	56.9	84.6	100.0	(T) (T)
METALLIC GRADE (a.k.a. BellSouth SPA Metallic)		1.6	4.9	6.9	9.8	13.5	18.2	30.3	39.7	53.6	83.3	100.0	(T) (T)
PROGRAM AUDIO (a.k.a. BellSouth Program Audio)		1.4	4.1	5.8	8.3	11.5	16.2	28.0	37.1	49.5	80.5	100.0	(T) (T)
HICAP (a.k.a. BellSouth SPA High Capacity)		12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0	(T) (T)
BellSouth Virtual Expanded Inter- connection Service CROSS-CONNECT		12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0	(T) (T) (T)
DIGITAL DATA ACCESS (a.k.a. BellSouth SPA DSO Digital Data)		1.5	4.6	6.1	9.2	13.5	18.6	28.5	35.4	46.2	78.2	100.0	(T) (T) (T)

Certain material previously appearing on this page now appears on Original Page 5-19.1

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29657, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: NOVEMBER 1, 1996

TARIFF F.C.C. NO. 1
 ORIGINAL PAGE 5-19.1

EFFECTIVE: DECEMBER 16, 1996

ACCESS SERVICE

- 5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd) (N)
- 5.4 Cancellation of an Access Order (Cont'd) (N)
- (B) (Cont'd) (N)
- (4) (Cont'd) (N)
- (e) Cancellation Charge Percentages (Cont'd) (N)

TYPE														
SERVICE/														
CRITICAL	AFTER:	APP	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD	(N)	
DATES	BEFORE:	<u>SID</u>	<u>LAM</u>	<u>EIRD</u>	<u>DLRD</u>	<u>RID</u>	<u>DVA</u>	<u>WOT</u>	<u>FCD</u>	<u>PTD</u>	<u>DD</u>	—	(N)	

<u>BellSouth SWA</u>													(T)
TRUNKS OR LINES	7.0	18.9	23.7	24.9	26.3	35.6	51.4	58.3	69.4	90.3	100.0	(M)	
HICAP (a.k.a. BellSouth High Capacity)	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0	(T)	
FACILITIES												(T)	
BellSouth Virtual Expanded Inter-connection Service	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0	(T)	
CROSS-CONNECT												(M)	

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BELLSOUTH TELECOMMUNICATIONS, INC.
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29G57, 675 W. Peachtree St., N.E.
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ISSUED: MAY 22, 2000

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 5-19.2

EFFECTIVE: MAY 23, 2000

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA Service (Cont'd) (N)

5.4 Cancellation of an Access Order (Cont'd) (N)

(B) (Cont'd) (N)

(4) (Cont'd) (N)

(e) Cancellation Charge Percentages (Cont'd) (N)

TYPE														
SERVICE/														
CRITICAL	AFTER:	APP	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD	(N)	
DATES	BEFORE:	<u>SID</u>	<u>LAM</u>	<u>EIRD</u>	<u>DLRD</u>	<u>RID</u>	<u>DVA</u>	<u>WOT</u>	<u>FCD</u>	<u>PTD</u>	<u>DD</u>	<u>DD</u>	(N)	
MANAGED SHARED													(N)	
FRAME RELAY													(N)	
<u>SERVICE</u>		10.73	18.98	24.44	29.91	35.71	36.53	48.17	62.44	81.19	98.42	100	(N)	
MANAGED SHARED													(N)	
<u>ATM SERVICE</u>		15.04	21.89	26.53	30.77	35.26	35.91	45.26	56.76	78.36	98.71	100	(N)	

BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: MAY 31, 2002

TARIFF F.C.C. NO. 1
10TH REVISED PAGE 5-20
CANCELS 9TH REVISED PAGE 5-20

EFFECTIVE: JUNE 1, 2002

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.4 Cancellation of an Access Order (Cont'd)

- (C) When a customer cancels an order service for LightGate service (a.k.a. BellSouth SPA Point to Point Network) system, BellSouth Dedicated Ring or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) prior to the beginning of the selected service period, the customer will be liable for all capital expenses incurred by the Telephone Company in provisioning the LightGate service (a.k.a. BellSouth SPA Point to Point Network), BellSouth Dedicated Ring or SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), as of the date the order is canceled by the customer. The charges billed to the customer will not exceed an amount equal to the minimum period for the service as set forth in 7.4 following of this tariff at the month-to-month rates set forth in 7.5 following of this tariff. Such charges will be billed in addition to and subsequent to the cancellation charges set forth in 5.4 (B) preceding.
- (D) When a customer cancels an order for a single BellSouth ADSL service VC, or multiple VCs included in a MVC arrangement, prior to the Service Due Date, no charges apply. Except as specified in 7.4.29(G), cancellation of an order for the installation of a BellSouth ADSL service VC on or after the DD will require payment of a Termination Liability Charge and all nonrecurring charges appropriate for installation of BellSouth ADSL service VCs. (C)

When a customer cancels an order for BellSouth ADSL service, End-User Aggregation, Destinations or Sessions, prior to the service date, no charges apply. Cancellation of an order for BellSouth ADSL service, End-User Aggregation, Destinations or Sessions on or after the DD will require payment of a charge equal to all nonrecurring charges appropriate for installation of a new BellSouth ADSL service, End-User Aggregation, Destinations or Sessions.

- (E) When a customer makes a firm order commitment to establish an Aggregation Location for SMARTGate service (a.k.a. BellSouth Managed Shared Ring Network) or BellSouth Managed Shared Ring service and subsequently cancels the commitment to establish the Aggregation Location prior to the beginning of the location's service date, the customer will be liable for all capital expenses incurred by the Telephone Company in establishing the location, as of the date the commitment is canceled by the customer.
- (F) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- (G) If the Telephone Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotion), the customer may cancel the Access Order without incurring cancellation charges.

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ORIGINAL PAGE 5-20.1

EFFECTIVE: MAY 1, 2001

ACCESS SERVICE

(N)

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

(N)

(N)

5.5 Selection of Facilities for Access Orders

(M)

(A) When a customer places an Access Order, it may choose to utilize facilities it previously purchased. If the customer has a high capacity interface, or has purchased a facility, the customer must request that specific channels be used to implement the Access Order. If a facility assignment is not provided by the customer, the Telephone Company will provide the service from available inventory as discussed in 5.8 following.

(M)

(M)

(M)

(M)

(M)

(M)

(M)

(B) For all other Access Orders, the option to request a specific transmission path or channel is not provided except as provided for under Special Facilities Routing as set forth in 11. following.

(M)

(M)

(M)

Material now appearing on this page previously appeared on 8th Revised Page 5-20.

BELLSOUTH TELECOMMUNICATIONS, INC.
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TARIFF F.C.C. NO. 1
7TH REVISED PAGE 5-21
CANCELS 6TH REVISED PAGE 5-21
EFFECTIVE: APRIL 6, 2000

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.6 Minimum Period

- (A) Except as set forth in (B), (C), 7.4.27, 9.1.4(A) and 13.3.5(C)(1)(b), (C)
(c) and (d) following, the minimum period for which charges are
applicable for Access Service is one month.
- (B) The minimum period for part-time Broadcast Quality Video (a.k.a.
BellSouth SPA Broadcast Quality Video), DS3 Digital Video (a.k.a.
BellSouth SPA DS3 Digital Video) and Program Audio (a.k.a. BellSouth
SPA Program Audio) Special Access (a.k.a. BellSouth SPA) services is
one day even though the service will be provided only for the duration
of the event specified on the order (e.g., one-half hour, two hours,
five hours, etc.).
- (C) The minimum period for BellSouth Remote Access Service is twelve (N)
months. (N)
- (D) Service Rearrangements as set forth in 6.7.1(D)(3) and 7.4.1(C)(3) and (T)
Transfer of Service as set forth in 6.7.1(D)(4) and 7.4.1(C)(4)
following for BellSouth SWA and Special Access (a.k.a. BellSouth SPA)
services respectively, may be made without a change in minimum period
requirements.
- (E) Changes, other than those identified in 6.7.1(D)(3) and (4) and 7.4.1 (T)
(C)(3) and (4) following, will be treated as a discontinuance of the
existing service and an installation of a new service. All associated
nonrecurring charges will apply for the new service. A new minimum
period will be established for the new service. The customer will also
remain responsible for all outstanding minimum period obligations
associated with the disconnected service.

The changes listed below are those which will be treated as a
discontinuance and installation of service and for which a new minimum
period will be established.

- (1) A move to a different building as set forth in 6.7.7 or 7.4.5
following.
- (2) A change in type of service (i.e., BellSouth SWA to Special Access
(a.k.a. BellSouth SPA), one type of Special Access (a.k.a. BellSouth
SPA) service to another, or one type of BellSouth SWA Access service
to another except as set forth in 6.7.6 following).
- (3) A change in the type of BellSouth SWA Local Channel or Special Access
(a.k.a. BellSouth SPA) Service Local Channel.

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TARIFF F.C.C. NO. 1
4TH REVISED PAGE 5-21.1
CANCELS 3RD REVISED PAGE 5-21.1
EFFECTIVE: APRIL 6, 2000

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.6 Minimum Period (Cont'd)

(E) (Cont'd)

(T)

(4) A change in the interface for BellSouth SWA Service, BellSouth Directory Assistance Access Service or BellSouth Line Information Data Base Access service.

(5) Change in BellSouth SWA Service traffic type.

(F) A customer may request disconnect of an access service at any time after the service has been established. The customer must give the Telephone Company at least one business day written or verbal notice prior to the desired disconnect date. The one business day notice period will begin on the date the Telephone Company first receives the disconnect notification, either written or verbal. The verbal notice must be followed by written confirmation within 10 days. (T)

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CANCELS 10TH REVISED PAGE 5-22
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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.6 Minimum Period (Cont'd)

(F) Cont'd

(T)

When Access Service is disconnected prior to the expiration of the minimum period, the customer is obligated for payment of the minimum period charge as set forth in 5.6.1 following. When Access Service is disconnected after the expiration of the minimum period, billing for the service will be performed in accordance with the provisions set forth in 2.4.1(C) preceding.

5.6.1 Minimum Period Charges

- (A) When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The disconnect date is the final date the customer has use of the service.
- (B) The Minimum Period Charge for service provided with a one month minimum period will be determined as follows:
 - (1) For BellSouth SWA usage sensitive rate elements (i.e. Carrier Common Line, Local Switching, Access Tandem Switching, BellSouth SWA Common Transport, and Interconnection) the charge for a month or fraction thereof is equal to the applicable rates for the actual or assumed usage for the month or such fraction thereof.
 - (2) For BellSouth SWA Transport components which are not usage sensitive (i.e., BellSouth SWA Local Channel and BellSouth SWA Dedicated Interoffice Channel and Channelization Equipment), the charge for a month or fraction thereof is the applicable monthly rates for the service as set forth in 6.8 following.
 - (3) For Special Access (a.k.a. BellSouth SPA) and BellSouth Virtual Expanded Interconnection Services, the charge for a month or fraction thereof is the applicable monthly rates for the service as set forth, respectively, in 7.5 and 20.31 following.

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CANCELS 1ST REVISED PAGE 5-22.1
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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.6 Minimum Period (Cont'd)

5.6.1 Minimum Period Charges (Cont'd)

- (C) The Minimum Period Charges for BellSouth SWA FGD or BellSouth TSBSA 3 BellSouth SWA service will be as set forth in 2.4.2 preceding.
- (D) The Minimum Period Charge for part-time Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video), DS3 Digital Video (a.k.a. BellSouth SPA DS3 Digital Video), and Program Audio (a.k.a. BellSouth SPA Program Audio) is the applicable daily rate for the service asset forth in 7.5 following. (T)
(T)
- (E) All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

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TARIFF F.C.C. NO. 1
6TH REVISED PAGE 5-23
CANCELS 5TH REVISED PAGE 5-23
EFFECTIVE: DECEMBER 16, 1996

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd) (T)

5.6.1 Minimum Period Charges

- (F) Should billing for a service which is disconnected prior to the expiration of the Minimum Period cover multiple billing cycles, the bill reflecting the disconnect of service will be adjusted to account for that portion of the Minimum Period Charge previously billed to the customer. In no event shall the total recurring charge billed to the customer for such service exceed the applicable Minimum Period Charge.

All applicable nonrecurring charges associated with the provision of service will be billed in addition to the Minimum Period Charge. Such nonrecurring charges include the nonrecurring charge for the installation of service and/or optional features, Service Order Modification Charges, Additional Engineering and Labor Charges, if any, etc.

5.7 Shared Use Facilities

Shared use occurs when BellSouth SWA, Special (a.k.a. BellSouth SPA) and BellSouth Virtual Expanded Interconnection services are provided over the same high capacity (a.k.a. BellSouth SPA High Capacity) facility through a common interface. The facility may be ordered either as BellSouth SWA, Special Access (a.k.a. BellSouth SPA) or BellSouth Virtual Expanded Interconnection cross-connect. (T)

Billing will commence for the high capacity (a.k.a. BellSouth SPA High Capacity) facility as soon as the facility is turned over to the customer for use (i.e., on the service date). Such billing will include charges for the BellSouth Virtual Expanded Interconnection service cross-connect, Special (a.k.a. BellSouth SPA) Local Channel or BellSouth SWA Local Channel, the Channelization Equipment (i.e., the multiplexer) and the interoffice transport, if any. Nonrecurring installation charges will also apply at this time. (T)

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2ND REVISED PAGE 5-23.1
CANCELS 1ST REVISED PAGE 5-23.1
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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd) (T)

5.7 Shared Use Facilities (Cont'd)

Such billing will continue until such time as the customer requests, by placing an order for service, that one or more of the derived channels be used in the provisioning of an end to end BellSouth SWA or Special Access (a.k.a. BellSouth SPA) service. When the end to end service is turned over to the customer for use, billing for the end to end service will commence. (T)

When the original facility is ordered as Special Access (a.k.a. BellSouth SPA), the billing change to the existing facility, if any, will depend on whether the end to end service provisioned over the derived channel(s) is Special (a.k.a. BellSouth SPA). If Special Access (a.k.a. BellSouth SPA) service, the billing for the facility will not change but additional billing will commence for the end to end service provisioned over the facility. This billing will include an additional local channel(s) and interoffice mileage, if applicable, of a lower capacity level (e.g., voice grade). (T)

When the original facility is ordered as Special Access (a.k.a. BellSouth SPA), service is provisioned over a derived channel(s), the Special Access (a.k.a. BellSouth SPA) billing for the original facility will be reduced in direct proportion to the number of channels being utilized for BellSouth SWA service. For example, if six channels of a DS1 are to be used for BellSouth SWA, the Special Access (a.k.a. BellSouth SPA) rate will be reduced by one fourth. The customer will be billed one fourth of the BellSouth SWA DS1 rate, plus all other applicable BellSouth SWA charges for the BellSouth SWA service provided. (T)

When the original facility is ordered as BellSouth SWA, the billing charge to the existing facility, if any, will depend on whether the end to end service provisioned over the derived channel(s) is BellSouth SWA or Special Access (a.k.a. BellSouth SPA) service. If BellSouth SWA service, the billing for the facility will not change but additional billing will commence for the end to end service provisioned over the facility. This billing will include local switching, information surcharge, carrier common line and additional interoffice transport at a lower capacity, if applicable. (T)

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CANCELS 2ND REVISED PAGE 5-23.2

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.7 Shared Use Facilities (Cont'd)

When the original facility is ordered as BellSouth SWA and Special Access (a.k.a. BellSouth SPA) service is provisioned over a derived channel(s), the BellSouth SWA billing for the original facility will be reduced in direct proportion to the number of channels being utilized for Special Access (a.k.a. BellSouth SPA) service. For example, if six channels of a DS1 are to be used for Special Access (a.k.a. BellSouth SPA), the BellSouth SWA rate will be reduced by one fourth. The customer will be billed three fourths of the BellSouth SWA DS1 rate, plus all other applicable charges. The customer will be billed one fourth of the Special Access DS1 (a.k.a. BellSouth SPA) rate, plus all other applicable charges for the Special Access (a.k.a. BellSouth SPA) service provided.

BellSouth Dedicated Ring service is only available for Shared Use with SMARTRing Service (a.k.a. BellSouth SPA Dedicated Ring) and vice versa and BellSouth Managed Shared Ring service is only available for Shared Use with SMARTGate Service (a.k.a. BellSouth SPA Managed Shared Ring Network) and vice versa. When these services are ordered for Shared Use arrangements, all ring level components must be ordered as either BellSouth SWA or Special Access (a.k.a. BellSouth SPA).

(C)
(C)
(C)
(C)

5.8 Available Inventory

Available inventory is limited and does not include facilities previously ordered. The Telephone Company will make every reasonable effort to maintain sufficient available inventory to provide Access Service in accordance with customer's requested service date intervals. To the extent that service can be provided, Access Orders will be satisfied from available inventory.
